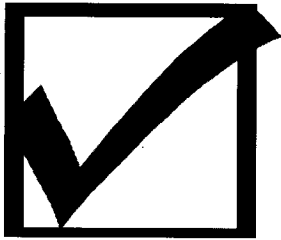


**Dear Prospective Offeror:**

- This is a solicitation for Recovery Audit Services.
- You are encouraged to carefully read Addendum to FAR 52.212-1 - Instructions to Offerors, pages 24-27, Addendum to FAR 52.212-2 - Evaluation -Commercial Items, pages 28-29 and Addendum to FAR 52.212-4, Terms and Conditions – Commercial Items located on pages 30-32.
- Proposals may be submitted for either Line Item 0001, 1001, 2001 or Line Item 0002, 1002, 2002 or for all Line Items.
- Proposals must be received in hard copy. **Facsimile proposals will NOT be accepted.**

**DECA08-01-R-0014**  
**RECOVERY AUDIT SERVICES**



To be in COMPLIANCE with solicitation requirements,  
You MUST DO THE FOLLOWING:

Have an active registration in the Central Contractor Registration database. If not, for more information you may contact 1-888-227-2423 or via Internet at <http://www.ccr2000.com>

- a) Submit a proposal with an original signature.
- b) Complete the Schedule of Supplies/Services, to include prices and other statements of the offeror.
- c) Complete Offeror Representations and Certifications—Commercial Items, pages 12-21.

Note: All handcarried offers are to be delivered between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the depository specified above for handcarried offer prior to the scheduled opening/closing time. Package must be plainly marked on the outside of the commercial carrier's envelope with the solicitation number, date and time set forth for receipt of offers, and office designated to receive offers. Completion and attachment of the OF17 label below fulfills the requirement.

**PLACE THIS LABEL ON THE  
OUT SIDE OF YOUR RESPONSE  
ENVELOPE!**



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>					1. REQUISITION NUMBER		PAGE 1 OF 32						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DECA08-01-R-0014		6. SOLICITATION ISSUE DATE <b>11-May-2001</b>					
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>JANE S CAMPBELL</b>				b. TELEPHONE NUMBER (No Collect Calls) <b>(804) 734-8341</b>		8. OFFER DUE DATE/LOCAL TIME <b>24-Jul-2001 17:00</b>					
9. ISSUED BY  DEFENSE COMMISSARY AGENCY  CONTRACT MGT BUS UNIT BUILDING P 11200 1300 E AVENUE FORT LEE, VA 23801-1800  TEL: FAX:		CODE <b>DECA08</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 8721 SIZE STANDARD: \$6.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13 b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS					
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>									
17 a. CONTRACTOR/ OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY  CODE							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> <b>SEE ADDENDUM 52.212-4</b>											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES <b>SEE SCHEDULE</b>				21 QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA												26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.												ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.												ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30 a. SIGNATURE OF OFFEROR/CONTRACTOR						31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31 c. DATE SIGNED			
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE		42a. RECEIVED BY (Print)							
						42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION



**GENERAL NOTES:**

1. The contingency fee offered shall be expressed as a percentage of dollars actually recovered. The maximum fee allowed is 25% in accordance with the National Defense Authorization Act of 1998.
2. Two separate Statements of Work (SOWs) are incorporated as attachments and are applicable depending on the offered Contract Line Item (CLIN):

- a. SOW - ATTACHMENT 1

- ACCOUNTS PAYABLE RESEARCH, IDENTIFICATION, AND RECOVERY  
AUDIT SERVICES

General Scope: The Contractor shall review the following categories for possible identification of potential overpayments: duplicate payments, input keying errors, pricing errors, interest, vendor credit memorandums, calculation errors and manual extensions, discrepancies in case pack quantities, and discounts offered but not taken. This recovery effort shall be limited to the DeCA audit year and performance period specified in the schedule.

- b. SOW - ATTACHMENT 2

- PRICE OFFER REVIEW RESEARCH, IDENTIFICATION, AND RECOVERY  
AUDIT SERVICES

General Scope: The Contractor shall perform research of CONUS price offers made by manufacturers/vendors to DeCA for the audit year being reviewed, for brand name resale products covered under Resale Ordering Agreements (ROA) and Blanket Purchase Agreements (BPA). The purpose of this research is to identify and substantiate potential overpayments owed DeCA as a result of price offers not meeting the price warranty criteria contained in DeCA's ROAs or BPAs. This recovery effort shall be limited to the DeCA audit year and performance period specified in the schedule.

3. The following CLINs are applicable as follows:

CLIN	APPLICABLE PERIOD	APPLICABLE SOW
0001	BASE PERIOD	ATTACHMENT 1 – ACCOUNTS PAYABLE
0002	BASE PERIOD	ATTACHMENT 2 – PRICE OFFER REVIEW
1001	OPTION PERIOD ONE	ATTACHMENT 1 – ACCOUNTS PAYABLE
1002	OPTION PERIOD ONE	ATTACHMENT 2 – PRICE OFFER REVIEW
2001	OPTION PERIOD TWO	ATTACHMENT 1 – ACCOUNTS PAYABLE
2002	OPTION PERIOD TWO	ATTACHMENT 2 – PRICE OFFER REVIEW



## SECTION SF 1449 CONTINUATION SHEET

## ITEM NO    SUPPLIES/SERVICES

0001

ACCOUNTS PAYABLE RESEARCH - AUDIT YEAR FY00  
FFP - Recovery Audit Services - All work shall be accomplished in accordance with the statement of work (SOW) provided at Attachment 1 entitled "Accounts Payable Research, Identification, and Recovery Audit Services" for the audit of fiscal year 2000 (FY00). "Fiscal year" is defined at Technical Exhibit 2.

## PERIOD OF PERFORMANCE FOR IDENTIFYING OVERPAYMENTS:

All identification for overpayments shall be made from October 1, 2001 or date of award if later, for a period of twelve (12) months thereafter.

CLIN 0001 CONTINGENCY FEE PERCENTAGE OFFERED:

---

%

ITEM NO SUPPLIES/SERVICES  
0002

PRICE OFER REVIEW RESEARCH - AUDIT YEAR FY00

FFP - Recovery Audit Services - All work shall be accomplished in accordance with the statement of work (SOW) provided at Attachment 2 entitled "Price Offer Review Research, Identification and Recovery Audit Services" for the audit of fiscal year 2000 (FY00). "Fiscal year is defined at Technical Exhibit 2.

PERIOD OF PERFORMANCE FOR IDENTIFYING OVERPAYMENTS:

All identification for overpayments shall be made from October 1, 2001, or date of award if later, for a period of twelve (12) months thereafter.

CLIN 0002 CONTINGENCY FEE PERCENTAGE OFFERED:

\_\_\_\_\_ %

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	OPTION PERIOD ONE (CLINs 1001 & 1002) FFP - ACCOUNTS PAYABLE RESEARCH - AUDIT YEAR FY01 Recovery Audit Service - All work shall be accomplished in accordance with the statement of work (SOW) provided at Attachment 1 entitled "Accounts Payable Research, Identification, and Recovery Audit Services" for audit of fiscal year 2001 (FY01). "Fiscal Year" is defined at Technical Exhibit 2. PERIOD OF PERFORMANCE FOR IDENTIFYING OVERPAYMENTS:  All identification for overpayments shall be made from October 1, 2002 through September 30, 2003. Any overpayments not identified during the performance period shall not be considered.  CLIN 1001 CONTINGENCY FEE PERCENTAGE OFFERED: _____ %				

ITEM NO    SUPPLIES/SERVICES  
1002

PRICE OFFER REVIEW RESEARCH - AUDIT YEAR FY01

FFP - Recovery Audit Services - All work shall be accomplished in accordance with the statement of work (SOW) provided at Attachment 2 entitled "Price Offer Review Research, Identification, and Recovery Audit Services" for audit of fiscal year 2001 (FY01). "Fiscal Year" is defined at Technical Exhibit 2.

PERIOD OF PERFORMANCE FOR IDENTIFYING OVERPAYMENTS:

All identification for overpayments shall be made from October 1, 2002 through September 30, 2003. Any overpayments not identified during the performance period shall not be considered.

CLIN 1002 CONTINGENCY FEE PERCENTAGE OFFERED:

\_\_\_\_\_ %



ITEM NO    SUPPLIES/SERVICES  
2001

OPTION PERIOD TWO (CLINs 2001 & 2002)

FFP - ACCOUNTS PAYABLE RESEARCH - AUDIT YEAR FY02

Recovery Audit Service - All work shall be accomplished in accordance with the statement of work (SOW) provided at Attachment 1 entitled "Accounts Payable Research, Identification, and Recovery Audit Services" for audit of fiscal year 2002 (FY02). "Fiscal Year" is defined at Technical Exhibit 2.

PERIOD OF PERFORMANCE FOR IDENTIFYING OVERPAYMENTS:

All identification for overpayments shall be made from October 1, 2003 through September 30, 2004. Any overpayments not identified during the performance period shall not be considered.

CLIN 2001 CONTINGENCY FEE PERCENTAGE OFFERED:

\_\_\_\_\_ %

ITEM NO    SUPPLIES/SERVICES  
2002

PRICE OFFER REVIEW RESEARCH - AUDIT YEAR FY02

FFP - Recovery Audit Services - All work shall be accomplished in accordance with the statement of work (SOW) provided at Attachment 2 entitled "Price Offer Review Research, Identification, and Recovery Audit Services" for audit of fiscal year 2002 (FY02). "Fiscal Year" is defined at Technical Exhibit 2.

PERIOD OF PERFORMANCE FOR IDENTIFYING OVERPAYMENTS:

All identification for overpayments shall be made from October 1, 2003 through September 30, 2004. Any overpayments not identified during the performance period shall not be considered.

CLIN 2002 CONTINGENCY FEE PERCENTAGE OFFERED:

\_\_\_\_\_ %

CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 1999
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2000) Alternate II	OCT 2000
52.227-17	Rights In Data-Special Works	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-1	Property Records	APR 1984
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Dec 1989) - Alternate I	APR 1984
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

[www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

[www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- ☐\_NA\_\_ (ii) Alternate I to 52.219-5.
- ☐\_NA\_\_ (iii) Alternate II to 52.219-5.
- ☐\_XX\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐\_NA\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐\_NA\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐\_NA\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐\_NA\_\_ (ii) Alternate I of 52.219-23.
- ☐\_NA\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐\_NA\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐\_XX\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐\_XX\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☐\_XX\_\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐\_XX\_\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☐\_XX\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐\_NA\_\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ☐\_NA\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐\_NA\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐\_NA\_\_ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- ☐\_NA\_\_ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐\_NA\_\_ (ii) Alternate I of 52.225-3.
- ☐\_NA\_\_ (iii) Alternate II of 52.225-3.
- ☐\_NA\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

NA (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

NA (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

NA (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

NA (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

NA (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

NA (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

NA (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

NA (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

NA (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

NA (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

NA (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

NA (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Defense Commissary Agency; Attn: Ernie Favale, 1300 E Avenue, Fort Lee, VA 23801-1800

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

NA 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)

XX 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

NA 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).

NA 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program        Alternate I (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

NA 252.225-7012 Preference for Certain Domestic Commodities.

NA 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

NA 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

NA 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (       Alternate I) (Section 8064 of Pub. L. 106-259).

NA 252.225-7021 Trade Agreements NA Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

NA 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

NA 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

NA 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (NA Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

XX 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

NA 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (       Alternate I) (       Alternate II) (10 U.S.C. 2631).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2001) ALTERNATE I (OCT 2000) & ALTERNATE III (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.



\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that—

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

#### NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

#### Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

#### Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

#### Canadian or Israeli End Products

Line Item No.:-----  
 Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----  
 Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ( ) Have, ( ) have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ( ) has ( ) has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**52.212-4501 FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Addendum (entitled "FAR 52.212-2, Evaluation – Commercial Items")

The relative importance of the factors is:

See Addendum (entitled "FAR 52.212-2, Evaluation – Commercial Items")

(b) Options (if included in the Schedule). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**52.217-4501 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (OCT 1995)**

a. The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the current contract period; provided, that the Government shall give the Contractor a



preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended contract shall be considered to include this option provision.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

#### **52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)**

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

#### **52.228-4501 VEHICLE OPERATION, REGISTRATION AND INSURANCE (OCT 1995)**

a. All private-owned and Contractor-owned vehicles shall be properly registered, licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. All vehicles to be operated on the Military Reservation must be registered in the installation Provost Marshal's Office within forty-eight hours after arrival at the installation. Evidence of compliance with the following automotive liability coverage must be presented upon application for vehicle registration:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

#### **52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)**

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

#### **52.232-4503 REMIT TO ADDRESS (OCT 1995)**

Remit to address (if other than Contractor/Offeror address on the face of this contract):

Address:

Point of Contact for invoice inquiries:

Telephone Number:

### **52.233-4500 INDEPENDENT REVIEW OF AGENCY PROTESTS (APR 2001)**

Offerors/bidders may submit their agency protest directly to the contracting officer or request an independent review at a level above the contracting officer. The independent review is available as an alternative to consideration of the agency protest by the contracting officer. The independent review is not an appeal of the contracting officer's decision on an agency protest.

Agency protests for consideration by the contracting officer must be submitted to the issuing office indicated on the face of the solicitation. Agency protests for consideration by a level above the contracting officer must be submitted to:

Defense Commissary Agency  
ATTN: CIC (Director of Operational Contracting)  
1300 E Avenue  
Fort Lee, Virginia 23801-1800

### **52.212-4503 COMMERCIAL ITEMS PROVISION AND CLAUSE EFFECTIVE DATES (APR 2001)**

The undated provisions and clauses in this document are those in effect through the following:

Publication:	Number:	Date:
Federal Acquisition Circular (FAC)	97-24	Apr 3, 2001
(Does not include FAC 97-22 items originally effective Mar 12, 2001)		
DFARS Change Notice	20001213	Dec 13, 2001
Defense Commissary Agency	Change 1	Apr 30, 1999
Acquisition Regulation		
Supplement (DeCAARS)		
Defense Commissary Agency	01-03	Feb 27, 2001
Acquisition Letter (DeCAAL)		



**ADDENDUM TO FAR 52.212-1  
INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

**I. SUBMISSION OF OFFERS:** [Reference Paragraph (b)]

Complete label, OF-17, and attach to offer submitted.

**II. PERIOD OF ACCEPTANCE OF OFFERS:** [Reference Paragraph (c)]

The offeror agrees to hold its offer firm for 180 days from the date specified for receipt of offers. An offer allowing less than the Government's minimum acceptance period may be rejected.

NOTE: The below paragraph starts with letter 'k' since FAR 52.212-1 has previously identified its paragraphs 'a' to 'j'.

(k) Pre-proposal Conference and Questions – A pre-proposal conference will be held to generally explain the operations and applicable systems used by DeCA.

Offerors are cautioned that all remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. The Government will not be liable for any expenses incurred by an offeror to attend this conference. The conference will be held:

Date: June 6, 2001

Time: 9:00 a.m. to approximately 3:30 p.m.

Location: Larkin Conference Center  
Thirty-Ninth Street and A Avenue  
Building 11102  
Fort Lee, VA

Registration: Offerors shall provide written confirmation no later than May 22, 2001 of who and how many plan to attend this conference. Confirmations may be submitted to Jane Campbell at (804) 734-8341, or [campbelj@hqlee.deca.mil](mailto:campbelj@hqlee.deca.mil) or Ernie Favale at (804) 734-8548, or [favaleea@hqlee.deca.mil](mailto:favaleea@hqlee.deca.mil).

Questions regarding this solicitation shall be submitted in writing no later than 5 workdays after the pre-proposal conference to Defense Commissary Agency, Contracting Business Unit, Services Division, (CICST), 1300 E Avenue, Fort Lee, VA 23801-1800. Questions may be submitted via facsimile: (804) 734-8669 or email to Jane Campbell, [campbelj@hqlee.deca.mil](mailto:campbelj@hqlee.deca.mil) or Ernie Favale, [favaleea@hqlee.deca.mil](mailto:favaleea@hqlee.deca.mil). Written questions will be answered by an amendment to the solicitation.

**(l) Site Investigation and Conditions Affecting the Work**

1. By submission of an offer, the offeror/contractor acknowledges that it has taken steps reasonably necessary to ascertain and satisfy themselves as to the nature, availability, and conditions associated with the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) type of data available or lack thereof, (2) type of operating systems available, and (3) type of systems output available and disposal. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility for performance under this contract and without any expense to the Government. The Government does not warrant or make any representation that there exist sufficient data to perform the work or that the existing data is sufficient to perform the work.

2. The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information and data made available by the Government or the lack thereof. The Government assumes

no responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

3. Over and beyond the briefing presented at the pre-proposal conference, offerors are encouraged to arrange an appointment to visit DeCA and/or DFAS location(s) after the pre-proposal conference to acquaint themselves with the information and systems available. The Government will not be liable for any expenses incurred by an offeror to perform this site investigation. Interested offerors may submit requests for site visits no later than 3 workdays after the pre-proposal conference. Inability to provide adequate notice will not be cause for extension of the solicitation closing date. Offerors shall provide written confirmation of whom and how many plan to participate in this site investigation and list the specific systems and specific type of documents that are being requested for investigation. Requests for site investigations may be submitted to Jane Campbell at (804) 734-8341, [campbelj@hqlee.deca.mil](mailto:campbelj@hqlee.deca.mil) or Ernie Favale at (804) 734-8548, [favaleea@hqlee.deca.mil](mailto:favaleea@hqlee.deca.mil). Upon receipt of inquiries, appropriate site visit arrangements will be made.

(m) PROPOSAL CONTENT AND FORMAT. Proposals that comply with the requirements of this solicitation will be evaluated in accordance with evaluation procedures outlined at Addendum to FAR 52.212-2 of this solicitation. Proposals that fail to comply with content or format requirements may be rejected without further evaluation. To ensure consideration of all required information, the same information may have to be presented in the same or different format, in more than one volume. Offerors are required to submit required information in the content and format listed below.

1. GENERAL OUTLINE: Proposals shall be bound separate according to the volumes listed below:
  - a. VOLUME I – BUSINESS AND PRICE PROPOSAL (Required for all proposals)
  - b. VOLUME II – ACCOUNTS PAYABLE. Shall include Part A, Technical Proposal and Part B, Past Performance. (Required for an offer on Accounts Payable Research; CLINs 0001, 1001 and 2001)
  - c. VOLUME III – PRICE OFFER REVIEW. Shall include Part A, Technical Proposal and Part B, Past Performance. (Required for an offer on Price Offer Review Research; CLINs 0002, 1002, and 2002)
2. VOLUME I – BUSINESS AND PRICE PROPOSAL (Required for all proposals): The offeror shall submit an original and one (1) copy of Volume I. The copies shall be marked “Original” or “Copy” as appropriate
  - a. Submit the Standard Form 1449 (SF1449), Solicitation/Contract/Order for Commercial Items, with blocks 17a, 17b, 30a, 30b, and 30c completed and signed by an authorized representative. Letterhead stationary may be submitted in compliance with FAR 52.212-1(b).
  - b. Offerors shall submit price proposals based on a contingency fee percentage, which is to be identified on the schedule for each CLIN submitted. Payment method details are provided at FAR 52.212-4.
  - c. Submit completed representations and certifications under:
    - 1) FAR Clause 52.212-3 – Commercial Items (Feb 1999) w/Alternate I (Oct 1998) and Alternate III (Jan 1999) (Local Clause 52.0012-4509)
    - 2) DFARS Clause 252.212-7000
  - d. Acknowledgement of all amendments issued.
  - e. Remit To Address (Local Clause 52.0032-4503).
  - f. Dun and Bradstreet Number (DUNS or DUNS + 4), Block 17a of SF1449.

- g. A subcontracting plan shall be submitted with the initial proposal if the offeror is a large business concern. The subcontracting plan shall be in accordance with FAR 52.219-9 II and DFARS 252.219-7003.
  - h. AUTHORIZED NEGOTIATORS. The offeror shall submit a letter identifying the person(s) that are authorized to negotiate and sign on its behalf in connection with this request for proposals. Any restrictions to this authorization are to be noted (i.e., If able to negotiate but not sign). Identify the full name of the individual and their respective business titles, phone number, facsimile, and e-mail address.
3. VOLUME II – ACCOUNTS PAYABLE. Shall include Part A, Technical Proposal and Part B, Past Performance. (Required for an offer on Accounts Payable Research; CLINs 0001, 1001 and 2001)
- a. The offeror shall submit an original and seven (7) copies of Volume II. The copies shall be marked “Original” or “Copy” as appropriate.
  - b. The proposal shall be double-spaced although charts, tables and resumes may be single-spaced. The proposal shall not exceed 20 single-sided pages. Additional pages will not be evaluated. The page limit pertains to the narrative, quality control, and does not include the cover page, any transmittal letter, table of contents, dividers, or tabs.
  - c. Part A, Technical proposal must separately identify each of the following sub-factors 1) Project Plan and 2) Management Approach.
    - 1. Project Plan - Explain the approach proposed to be used in completing the tasks outlined in the Accounts Payable Research portion of this solicitation. The significant elements of this sub-factor are listed at Attachment 3.
    - 2. Management Approach - Explain the management approach that will be used for interfacing with Government and industry organizations in the data-gathering phase of this requirement. The significant elements of this sub-factor are listed at Attachment 3.
  - d. Part B, Past Performance must include the following:
    - 1. Identify 5 (five) Federal, State, or Local Government or commercial contracts that are most similar to the work of the Accounts Payable portion of this solicitation that you have performed in the past three years. Provide the following information for each contract identified.
      - (1) Contract Number
      - (2) Contract Type
      - (3) Contract Performance Period
      - (4) Company Name and Address
      - (5) Point of Contact/Title
      - (6) Phone Number
      - (7) Facsimile Number
      - (8) E-mail Address
      - (9) Description of Work Performed: Include information that described the task, conditions, solution approach and results attained in performance of these contracts.
    - 2. Provide a customer questionnaire (as provided at Attachment 4) and a notification letter authorizing the customer to provide past performance information to the Government (sample provided at Attachment 5) to all 10 (ten) of your customers identified above. Have at least 3 (three) customers complete the questionnaire and return it to your company. Submit completed questionnaires with your proposal in response to this solicitation, and identify those customers that were queried.

3. Newly formed entities without prior contracts must provide the same information for key personnel. Companies that have changed names are not considered "newly formed entities" and shall submit past performance information under any prior company names (s).
  4. Joint ventures shall submit past performance information from all companies forming the joint venture and indicate the estimated percentage of contribution being made by each company.
  5. DeCA reserves the right to consider any other past performance information available to the Contracting Officer. The contractor is advised that the Government may elect to contact the references provide and as such, the references provided should be knowledgeable of the offerors performance on that project.
6. Volume III - PRICE OFFER REVIEW. Shall include Part A, Technical Proposal and Part B, Past Performance. (Required for an offer on Price Offer Review; CLINs 0002, 1002, and 2002)
- a. The offeror shall submit an original and seven (7) copies of Volume II. The copies shall be marked "Original" or "Copy" as appropriate.
  - b. The proposal shall be double-spaced although charts, tables, and resumes may be single-spaced. The proposal shall not exceed 20 single sided pages. Additional pages will not be evaluated. The page limit pertains to the narrative, quality control, and does not include the cover page, any transmittal letter, table of contents, dividers, or tabs.
  - c. Provide same type of information listed in Paragraph 3 (Volume II, Accounts Payable) but tailor it to the Price Offer Review Research requirements as specified at Statement of Work #2, Attachment 2 of this solicitation.

**ADDENDUM TO FAR 52.212-2  
EVALUATION – COMMERCIAL ITEMS**

The following addendum to local provision, Evaluation - Commercial Items (FAR52.212-2) (52.0012-4511) is incorporated in this solicitation. The below sets forth the evaluation criteria to be used under this solicitation.

**EVALUATION--COMMERCIAL ITEMS**

(a) DeCA will use a trade-off process to award a contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation is most advantageous to the Government. The trade-off process allows DeCA to award to other than the lowest evaluated priced offer or other than the highest technically rated offer.

(b) DeCA may make up to two awards under this solicitation. DeCA will make an award to the most advantageous offer submitted for each category. To be considered for award, offerors must submit an offer on all contract line items (CLINS) included in a category. Offerors may submit offers on either or both of the following categories:

CATEGORY I - Accounts Payable Research CLIN 0001, 1001, 2001 (Accounts Payable Research; SOW #1)

CATEGORY II- Price Offer Review Research CLIN 0002, 1002, 2002 (Price Offer Review Research; SOW #2)

(c) DeCA will evaluate proposals separately for each category listed above. Factors of Technical, Past Performance Risk and Price will be evaluated. The following criteria are applicable to both the Accounts Payable Research and Price Offer Review Research. Technical is significantly more important than Past Performance Risk. Price and price related factors are less important than Technical and Past Performance Risk combined. The sub-factors are listed in descending order of importance under their respective factor.

**1. FACTOR: TECHNICAL**

**SUB-FACTORS:**

- i. Project Plan
- ii. Management Approach

**2. FACTOR: PAST PERFORMANCE RISK:**

**SUB-FACTORS:**

- i. Effectiveness of Service
- ii. Similarity of work performed
- iii. Personnel
- iv. Timeliness

DeCA will conduct a performance risk assessment based on the past performance of the offerors, and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements. In conducting the performance risk assessment, DeCA reserves the right to use data provided by the offeror, contact any references provided by the offeror, and any other information which comes to the attention of DeCA in evaluating the offeror. While DeCA may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offeror. DeCA will evaluate the offeror's past performance as a Prime Contractor in performing projects of similar size, scope and complexity.

**3. FACTOR: PRICE**



a. Evaluation of Price: Offerors are required to submit a contingency fee percentage of the total amount of overpayments collected by DeCA. For evaluation purposes only, the percentage offered for each line item on the schedule will be multiplied as follows:

i. CLIN 0001, 1001, and 2001 multiplied each by \* \$4,800,000. The sum of each of these evaluated CLINs and any price related factors deemed appropriate will be used to arrive at a total "price" for the Accounts Payable Research portion of this solicitation.

ii. CLIN 0002, 1002, and 2002 multiplied each by \* \$1,200,000. The sum of each of these evaluated CLINs and any price related factors deemed appropriate will be used to arrive at a total "price" for the Price Offer Review portion of this solicitation.

\* Note: The amounts listed with an asterisk (\*) are for evaluation purposes only and are not a guarantee or prediction of amounts to be collected.

4. Sub-contracting Plan - A sub-contracting plan does not apply to small business concerns. When a sub-contracting plan is required, the plan will be evaluated as either acceptable or not acceptable in accordance with FAR 52.219-9 and DFARS 252.219-7003. Failure to submit a sub-contracting plan shall make the offeror ineligible for award of the contract.

**ADDENDUM TO FAR 52.212-0004  
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

**I. CHANGES: [(Reference Paragraph (c))]**

- a) **Authorized Changes:** The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. If the contractor makes a change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made to the contract.
- b) **Unilateral Modification:** The Government may issue unilateral written administrative modifications that do not affect the substantial right of the parties. Example of an administrative modification is to correct a typographical error.
- c) **Name or Address Change:** If, at any time during the performance of this contract, the company name changes or assets involving this service are sold to another company, the Contracting Officer must be notified prior to change of name or closing of sale to ensure actions required by the Federal Acquisition Regulation (FAR) Part 42.12 are completed. Failure to notify this office in advance of the change may result in delay of payment.

**II. PAYMENT INFORMATION: [(reference Paragraph (i))]**

**Pricing -** The contractor will be paid an agreed upon percentage of the amount actually collected by DFAS for DeCA. This percentage will be identified in the schedule. This percentage shall represent the total amount that the Contractor is entitled to under this contract regardless of any and all expenses incurred. Thus, if no monies are collected for DeCA on any recommended overpayments then the contractor shall not be entitled to any payment whatsoever. Any underpayments applicable to the same accounts payable transaction shall be reduced from the overall amount of the potential overpayment identified. An example of the percentage pricing is provided:

Amount Collected for DeCA on overpayments identified by Contractor:	\$200,000
Percentage listed by Contractor on schedule: (Contingency fee)	12% -----
Amount Payable to Contractor:	\$24,000

As detailed throughout the Statement of Work, the contractor is responsible for identifying potential overpayments and providing all supporting documentation necessary and sufficient to substantiate a Government claim against a contractor or manufacturer/vendor for actions made during the DeCA Audit Year specified in the schedule. The authorized government official for the contractual agreement will make a final determination as to whether the documentation received for each potential overpayment is sufficient. A determination will subsequently be made on whether the Government will pursue collection from the appropriate contractor or manufacturer/vendor. Any decision made by DeCA not to pursue collection(s) shall not be subject to dispute or claims by the contractor. If claims are cancelled, written off, or settled for less than 100 percent of the claim, the Contractor is only entitled to the contractual collection fee on the amount actually collected. The Contractor shall be entitled solely to the agreed upon fixed contingency fee percentage of the actual amount collected by the Government. The agreed upon percentage is to be identified in the schedule. In accordance with the National Defense Authorization Act of 1998, the contingency fee shall not exceed 25%.

**III. INVOICES: [Reference Paragraph (g)]**

All potential overpayments with supporting documentation shall be submitted for the appropriate DeCA audit year and during the period of performance identified in the schedule. Additional submissions of potential overpayments outside the performance period and/or not for the DeCA audit year specified will not be subject to payment under this contract.

The Contractor's fees will be calculated on monies collected less any applicable paybacks and adjustments. Paybacks are defined as recoveries by the Government that are reimbursed in full to the vendor based upon additional information provided by said contractor or manufacturer/vendor which prove the applicable recovery or deduction to be invalid. Adjustments are defined as recoveries by the Government that are reimbursed in part to the vendor based upon additional information provided which prove part of the recovery or deduction to be invalid. Any interest and penalties recovered by DeCA will be returned directly to the Government Treasury and shall not be applied to the total amount of recoveries on which the contingency fee is applied. After notification that the Government has collected a determined amount (less any interest and penalties) in response to the contractor's properly identified overpayment, the contractor may submit an invoice in accordance with FAR 52.212-4(g). Invoices shall be submitted no more frequent than monthly. Invoices shall be submitted to the following address:

Defense Commissary Agency  
Contracting Business Unit  
ATTN: CICST  
1300 E Avenue  
Fort Lee, VA 23801-1800

**Note: paragraph starts with letter 'u' since FAR 52.212-0004 has previously identified its paragraphs from 'a' to 't'.**

- u) Type of Contract: In accordance with the National Defense Authorization Act of 1998, the awarded contract type will be an agreement for a contingency fee reimbursement based on a percentage of the actual amount collected by DeCA. All risk is borne on the contractor on whether any amount will be collected for DeCA in association with this contract.
- v) "As is" conditions - Standard Systems Output and "readily available information", as explained in the SOW, may be provided to the contractor upon request. DeCA makes no warranty whatsoever with respect to the content, usefulness, or availability of its information or in the complexity of the standard systems provided "as is". The information, or lack thereof, will be in the same general condition when inspected by the contractor pursuant to the solicitation or, if not inspected by the contractor, as when last available for inspection under the solicitation. Except as otherwise provided, Government property furnished "as is" shall be governed by the Government Property clause of this contract.
- w) Unilateral Termination Right: The Government or the Contractor may terminate the awarded contract by written notice, if it is determined by either party that continuation of performance under the contract is not in its best interest. A written notice shall be provided a minimum of sixty (60) days prior to the termination date. Both parties shall unconditionally waive any charges against either party because of termination of the contract and will release either party from all obligations under the contract due to its termination. The Government and Contractor agree that neither party has an obligation to perform further services under the terminated portion of the contract.

## EXHIBITS AND ATTACHMENTS

Attachment No. -----	Description -----
1	Statement of Work #1 Accounts Payable Research
2	Statement of Work #2 Price Offer Review Research
3	Technical Sub-factor elements (for both SOW#1 and SOW#2)
4	Questionnaire to be completed by references and submitted by offeror with their proposal.
5	Sample of Past Performance Letter

TECHNICAL  
EXHIBIT  
-----DESCRIPTION  
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- |     |  |
|-----|--|
| * 1 | Technical Representatives - To be provided at award                        |
| * 2 | Definitions & Acronyms   |
| * 3 | Regulations  |
| *4  | General data on approximate disbursements made in FY00 for DeCA operations |

\*Technical Exhibits are applicable to both SOW #1 and SOW #2